

In re:  
Patrick Flannery  
Caroline Flannery  
Debtors

Case No. 20-14177-djb  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2

User: admin

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Date Rcvd: Apr 17, 2025

Form ID: pdf900

Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 19, 2025:

Recip ID	Recipient Name and Address
db/jdb	+ Patrick Flannery, Caroline Flannery, 1618 Fawn Lane, Huntingdon Valley, PA 19006-7918

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 19, 2025

Signature: /s/Gustava Winters

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 17, 2025 at the address(es) listed below:

Name	Email Address
CAMERON DEANE	on behalf of Joint Debtor Caroline Flannery cdeane@weltman.com tkennedy@ymalaw.com
CAMERON DEANE	on behalf of Debtor Patrick Flannery cdeane@weltman.com tkennedy@ymalaw.com
DENISE ELIZABETH CARLON	on behalf of Creditor Philadelphia Federal Credit Union bkgroup@kmlawgroup.com
KENNETH E. WEST	ecfemails@ph13trustee.com philaecf@gmail.com
MILOS GVOZDENOVIC	on behalf of Creditor PSECU mgvozdzenovic@weltman.com pitecf@weltman.com
PAUL H. YOUNG	on behalf of Joint Debtor Caroline Flannery support@ymalaw.com

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ykaecf@gmail.com,paullawyers@gmail.com,pyoung@ymalaw.com;youngpr83562@notify.bestcase.com,tkennedy@ymalaw.com  
,lesliebrown.paralegal@gmail.com,cmccullough@ymalaw.com

PAUL H. YOUNG

on behalf of Debtor Patrick Flannery support@ymalaw.com  
ykaecf@gmail.com,paullawyers@gmail.com,pyoung@ymalaw.com;youngpr83562@notify.bestcase.com,tkennedy@ymalaw.com  
,lesliebrown.paralegal@gmail.com,cmccullough@ymalaw.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 8

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Caroline Flannery  
Patrick Flannery

Debtors

Philadelphia Federal Credit Union

Moving Party

vs.

Caroline Flannery  
Patrick Flannery

Debtors

Kenneth E. West, Esq.

Trustee

CHAPTER 13

NO. 20-14177 DJB

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of March 31, 2025, the post-petition arrearage on the mortgage held by Movant on the Debtors' residence is **\$5,736.70**. Post-petition funds received after March 31, 2025 will be applied per the terms of this Stipulation as outlined herein. The arrearage is itemized as follows:

Post-Petition Payments:	January 2025 through March 2025 at \$2,626.09 each
Suspense Balance:	(\$2,141.57)
<b>Total Post-Petition Arrears:</b>	<b>\$5,736.70</b>

2. The Debtors shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$5,736.70**.
  - b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$5,736.70** along with the pre-petition arrears.
  - c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due **April 2025** and continuing thereafter, Debtors shall pay to Movant the present regular monthly mortgage payment of **\$2,626.09** (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Debtors are permitted to make payments via telephone, and Movant is permitted to accept payments made via telephone.

5. Should Debtors provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

6. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court may enter an Order granting Movant relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

7. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court may enter an order granting Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

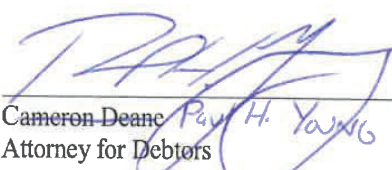
9. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 4, 2025

/s/ Denise Carlon  
Denise Carlon, Esq.  
Attorney for Movant

Date: 4/10/25

  
Cameron Deane  
Attorney for Debtors

Date: April 13, 2025

No Objection - Without Prejudice to  
Any Trustee Rights or Remedies  
/s/ LeeAne O. Huggins  
Kenneth E. West  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2025. However, the court  
retains discretion regarding entry of any further order.



**Date: April 17, 2025**

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Bankruptcy Judge  
Derek J. Baker